



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

RECORDATION NO. 7153-A Filed & Recorded

AUG 16 1977-11 42 August 1, 1977-228A049

INTERSTATE COMMERCE COMMISSION
Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

AUG 16 1977

CC Washington, D. C.

FEE OPERATION BR.
I.C.C.

DAVID M. YEARWOOD
GENERAL ATTORNEY

RECEIVED

AUG 16 11 32 AM '77

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, four duly executed counterparts of an Agreement of Partial Release dated as of July 15, 1977 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company transferred and released to Louisville and Nashville Railroad Company two 70-ton box cars bearing the Railroad Company's road numbers 102117 and 102186 subject to that Conditional Sale Agreement dated as of July 1, 1973 between ACF Industries Incorporated and Louisville and Nashville Railroad Company and that Agreement and Assignment dated as of July 1, 1973 between ACF Industries Incorporated and Mercantile-Safe Deposit and Trust Company, which were filed and recorded with the Interstate Commerce Commission on September 11, 1973 and assigned Recordation No. 7153.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

David M. Yearwood
Long
Countryman

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachment

Interstate Commerce Commission
Washington, D.C. 20423

8/16/77

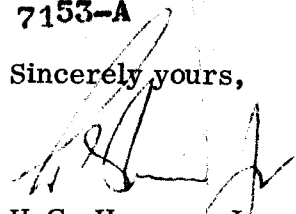
OFFICE OF THE SECRETARY

David M. Yearwood, Gen. Atty.
L&N RR Co.
908 West Broadway
Louisville, KY. 40203

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **8/16/77** at **11:40am**
and assigned recordation number(s) **7153-A**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

7153-A

AUG 10 1977

Counterpart No. 1

Of 4 Counterparts

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF PARTIAL RELEASE, dated as of the 15th day of July, 1977, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile" and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of July 1, 1973, hereinafter called the "Conditional Sale Agreement", by and between ACF Industries Incorporated (therein and herein called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 100 70-ton box cars constructed by the Vendor, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of July 1, 1973, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned,

transferred and set over to Mercantile, its successors and assigns, all the right, title and interest of the Vendor under the Conditional Sale Agreement (except certain rights excluded as set forth in Section 2 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 11, 1973, and assigned Recordation No. 7153; and


WHEREAS, Article 8 of the Conditional Sale Agreement requires, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences, for which settlement has not been made, exceeds \$100,000, the Railroad shall pay to Mercantile a sum equal to the aggregate Casualty Value of such cars; and

WHEREAS, two (2) 70-ton box cars subject to the Conditional Sale Agreement and bearing the Railroad's numbers 102117 and 102186 have suffered Casualty Occurrences, and are hereinafter referred to as "worn out cars"; and

WHEREAS, the Railroad desires to obtain the release of said worn out cars prior to the date settlement

of the Casualty Value therefore is required in order that it may dispose of the worn out cars, and Mercantile is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release said worn out cars from the terms of the Conditional Sale Agreement and the Assignment and the Railroad agrees to make settlement for the Casualty Value of the worn out cars, together with such other cars subject to the Conditional Sale Agreement which have suffered Casualty Occurrences as and when required by Article 8 of the Conditional Sale Agreement and to continue to make payments, and interest thereon, for the worn out cars until such Casualty Value payment is made.

 The Railroad does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from said Conditional Sale Agreement with respect to the worn out cars.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By 
Assistant Vice President

(Corporate Seal)

ATTEST:


CORPORATE TRUST OFFICER

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Assistant Vice President

(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On the 5th day of July, 1977, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is an Asst. Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy E. Scharf
Notary Public

My Commission expires 7-1-78

DOROTHY E. SCHARF
NOTARY PUBLIC
My Commission Expires July 1, 1978

(Notarial Seal)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 26th day of July, 1977, before me personally appeared N. H. Stier, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Olesby
Notary Public
NOTARY PUBLIC, STATE AT LARGE

My Commission expires My Commission Expires April 12, 1981.

(Notarial Seal)